

ARTICLE IX COLLOCATION

1. General.

GTE shall provide collocation services in accordance with and subject to the terms and conditions of this Article IX and other applicable requirements of this Agreement. Collocation provides for access to those GTE wire centers or access tandems listed in the NECA, Tariff FCC No. 4 for the purpose of interconnection for the exchange of traffic with GTE and/or access to unbundled network elements (UNEs). Collocation shall be accomplished through caged or cageless service offerings, as described below, except if not practical for technical reasons or due to space limitations. In such event, GTE shall provide adjacent collocation or other methods of collocation, subject to space availability and technical feasibility.

2. Types of Collocation.

2.1 Single Caged.

A single caged arrangement is a form of caged collocation, which allows a single CLEC to lease caged floor space to house its equipment within GTE wire center(s) or access tandem(s).

2.2 Shared Caged.

A shared caged arrangement is a newly constructed caged collocation arrangement that is jointly applied for and occupied by two or more CLECs within a GTE wire center or access tandem. When two or more CLECs request establishment and jointly apply for a new caged collocation arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the host CLEC (HC) and the other(s) to be the guest CLEC (GC). The HC and GC(s) are solely responsible for determining whether to share a shared caged collocation arrangement and if so, upon what terms and conditions.

GTE will not issue separate billing for any of the rate elements associated with the shared caged collocation arrangement between the HC and the GC(s), but GTE will provide the HC with information on the proportionate share of the NRCs for each CLEC in the shared arrangement. The HC will be responsible for ordering and payment of all collocation applicable services ordered by the HC and GC(s). The HC and GC(s) are GTE's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the HC is reimbursed for all or any portion of such charges by the guest(s). All terms and conditions for caged collocation as described in this Article IX will apply to shared caged collocation requirements. For additional details on shared caged collocation see GTE's Collocation Services Packet (CSP), which is described in Section 3.1 below.

2.3 Subleased Caged.

Vacant space available in a CLEC's caged collocation arrangement may be made available to a third party(s) for the purpose of interconnection and/or for access to UNEs in GTE's wire center(s) or access tandem(s) via the subleasing collocation arrangement detailed in GTE's CSP. The CLEC would sublease the floor space to the third party(s) pursuant to terms and conditions agreed to by the CLEC and the third party(s) involved. The third party(s) must each be independently collocated within the subleased caged space and interconnected to GTE's network for the purposes set forth in this Agreement. The CLEC is solely responsible for determining whether to sublease a shared caged

collocation arrangement and if so, upon what terms and conditions. GTE will not issue separate billing for any of the rate elements associated with the subleased caged collocation arrangement between the CLEC and the third party(s). The CLEC will be responsible for ordering and payment of all collocation applicable services ordered by the CLEC and the third party(s). The CLEC and third party(s) are GTE's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the CLEC is reimbursed for all or any portion of such charges by the third party(s). All terms and conditions for caged collocation as described in this Article IX will apply to subleased caged collocation requirements. For additional details on subleased caged collocation, see GTE's CSP.

2.4 Cageless.

Cageless collocation is a form of collocation in which CLECs can place their equipment in GTE wire center(s) or access tandem(s) conditioned space. A cageless collocation arrangement allows a CLEC, using GTE approved vendors, to install equipment in single bay increments in an area designated by GTE. This space will be in a separate lineup, if available. If a separate bay lineup is not available, the CLEC's bay will be segregated by at least one vacant bay from GTE's own equipment unless no other collocation space is available. The equipment location will be designated by GTE and will vary based on individual wire center or access tandem configurations. CLEC equipment will not share the same equipment bays with GTE equipment.

2.5 Adjacent.

An adjacent collocation arrangement permits a CLEC to construct or procure a structure on GTE property for collocation for the purposes of provisioning expanded interconnection and/or access to UNEs in accordance with the terms and conditions of this Agreement. Adjacent collocation is only an option when the following conditions are met: (1) space is legitimately exhausted in GTE's wire center or access tandem for caged and cageless collocation; and (2) it is technically feasible to construct a hut or similar structure on GTE property that adheres to local building code, zoning requirements, and GTE building standards. For additional details on adjacent collocation, see GTE's CSP, which is described in Section 3.1 below.

2.6 Other.

A CLEC shall have the right to order collocation services offered pursuant to GTE tariff following the effective date of this Agreement, including, without limitation, the right to order virtual collocation services in accordance with, and subject to, the terms of GTE's existing federal collocation tariff (GTOC Tariff No. 1). The terms of this Article IX shall apply to said tariff collocation services. However, new collocation services ordered outside of said tariffs on or after the effective date will be provided pursuant to the terms of this Agreement.

3. Ordering.

3.1 Application.

3.1.1 Point of Contact/CSP Packet. GTE will establish points of contact for Omniplex contact to place a request for collocation. The point of contact will provide Omniplex with the CSP, which shall contain general information and requirements, including a list of engineering and technical specifications, fire, safety, security policies and procedures, and an application form.

- 3.1.2 Application Form/Fee. Omniplex requesting collocation at a wire center or access tandem will be required to complete the application form and submit the non-refundable engineering fee set forth in Appendix G described in Section 6.1 for each wire center or access tandem at which collocation is requested. The application form will require Omniplex to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. Omniplex will provide GTE with specifications for any non-standard or special requirements at the time of application. GTE reserves the right to assess the customer any additional charges on an individual case basis ("ICB") associated with complying with the requirements or to refuse an application where extensive modifications are required. Any such charges shall be noticed to the CLECs.
- 3.1.3 Notification of Acceptance/Rejection. GTE will notify Omniplex in writing within fifteen (15) days following receipt of the completed application if Omniplex's requirements cannot be accommodated as specified. Should Omniplex submit ten (10) or more applications within a ten (10) day period, the response interval will be increased by ten (10) days for every ten (10) additional applications or fraction thereof.
- 3.1.4 Changes. The first application form filed by Omniplex shall be designated the original application. Original applications for collocation arrangements for sites that have not been inspected and approved by Omniplex and GTE are subject to requests for minor or major changes to the site requested in the application. Changes will not be initiated until a completed application has been submitted along with appropriate Engineering Fee, if applicable.

Major changes are requests that add telecommunications equipment that requires additional AC or DC power; heating, ventilation, and air conditioning (HVAC) system modifications; or change the size of the cage. At the election of Omniplex, major changes may be handled in one of the following two methods to the extent technically feasible.

- (a) Method 1: Additional Application. Omniplex may elect to have a major change to its original collocation application treated by GTE as a separate, additional application. An additional application is subject to the same provisioning process and conditions as an original application. On receipt of a complete additional application and Engineering Fee, GTE will notify Omniplex in writing within fifteen (15) days following receipt of the completed additional application if the Omniplex additional requirements can or cannot be accommodated as specified. Filing an additional application does not change GTE's obligation to process and fulfill the original application nor does it change the time intervals applicable to the processing and fulfillment of the original application. All of the provisions herein applicable to an original application similarly apply to an additional application.
- (b) Method 2: Supplemental Application. Omniplex may elect to have a major change to its original collocation application treated by GTE as a supplemental application. A supplemental application may affect GTE's obligation to process and fulfill the original application. On receipt of a supplemental application and Engineering Fee, GTE will notify Omniplex in writing within fifteen (15) days following receipt of the completed supplemental application if Omniplex requirements can or cannot be

accommodated as specified. Upon notification that GTE can accommodate the requirements of the supplemental application, Omniplex may elect to proceed with the supplemental application. GTE's obligations under the original application will be merged with the obligations of the supplemental application and the combined project time line will be based on the date the supplemental application was received. All of the provisions herein applicable to an original application similarly apply to a supplemental application.

- (c) Minor changes are those requests that do not require additional AC or DC power, HVAC upgrades, or changes in cage/floor space. The Omniplex will be required to submit a revised application but the deliverable dates for the project will not change.

3.2 Space Availability.

GTE will notify Omniplex within fifteen (15) days following receipt of the completed application form and non-refundable engineering fee if space is available at the selected wire center or access tandem. If space is not available, GTE will notify Omniplex in writing. Space availability and reservation shall be determined in accordance with Section 5.

3.3 Price Quote.

GTE shall provide Omniplex with a price quote for collocation services required to accommodate Omniplex's request within thirty (30) days of Omniplex's application date. GTE reserves the right to change the price quote at any time prior to acceptance by Omniplex. If the quote is not accepted by Omniplex within such ninety (90) day period, Omniplex will be required to submit a new application form and engineering fee and a new quote will be provided based on the new application form.

3.4 ASR.

Upon notification of available space, Omniplex will be required to send a completed Access Service Request ("ASR") form to GTE's collocation point of contact. A copy of an ASR form is included in the CSP.

3.5 Augmentation.

All requests for an addition or change to an existing collocation arrangement that has been inspected and turned over to the CLEC is considered an augmentation. An augmentation request will require the submission of a complete application form and a non-refundable Engineering or Minor Augment fee. A Minor Augment fee may not be required under the circumstances outlined below. The definition of a major or minor augment is as follows:

3.5.1 Major Augments are those requests that: (a) require AC or DC power; (b) add equipment that generates more BTU's of heat, or (c) increase the caged floor space over what Omniplex requested in its original application. A complete application and Engineering Fee will be required when submitting a caged or cageless request that requires a Major Augment.

3.5.2 Minor Augments of caged and cageless collocation arrangements will require the submission of a complete application form and the Minor Augment Fee. Minor augments are those requests that: (a) do not require additional DC and AC power, (b) do not add equipment that generates more BTU's of heat, or (c) do not

increase the caged floor space, over what Omniplex requested in its original application. The requirements of a Minor Augment request cannot exceed the capacity of the existing/proposed electrical, power or HVAC system. Requests for CLEC to CLEC Interconnects and DSO, DS1, and DS3 facility terminations are included as Minor Augments.

Minor Augments that require an augment fee are those requests that require GTE to perform a service or function on behalf of Omniplex including but not limited to: requests to pull cable for CLEC to CLEC Interconnects and DS0, DS1, and DS3 facility terminations.

Minor Augments that do not require a fee are those augments performed solely by Omniplex, that do not require GTE to provide a service or function on behalf of Omniplex, including but not limited to, requests to install additional equipment in Omniplex cage. Prior to the installation of the additional equipment, Omniplex agrees to provide GTE an application form with an updated equipment listing that includes the new equipment to be installed in Omniplex's collocation arrangement. Once the equipment list is submitted to GTE, Omniplex may proceed with the augment. Omniplex agrees that changes in equipment provided by Omniplex under this provision will not exceed the engineering specifications for power and HVAC as requested on original application. All augments will be subject to Company inspection, in accordance with term of this contract for the purpose of ensuring compliance with Company safety standards.

3.6 Expansion.

GTE will not be required to construct additional space to provide for caged, cageless and/or adjacent collocation when available space has been exhausted. Where Omniplex seeks to expand its existing collocation space, GTE shall make contiguous space available to the extent possible; provided, however, GTE does not guarantee contiguous space to Omniplex to expand its existing collocation space. Omniplex requests for expansion of existing space within a specific wire center or access tandem will require the submission of an application form and the appropriate Major Augment fee.

3.7 Relocation.

Omniplex requests for relocation of the termination equipment from one location to a different location within the same wire center or access tandem will be handled on an ICB basis. Omniplex will be responsible for all costs associated with the relocation of its equipment.

4. Installation and Operation.

4.1 Planning and Coordination.

Upon receipt of the ASR and fifty percent (50%) of the applicable NRCs, as set forth in Appendix G described in Section 6.1, associated with the ordered collocation services, GTE will:

- (a) Schedule a meeting with Omniplex to determine engineering and network requirements.
- (b) Initiate the necessary modifications to the wire center or access tandem to accommodate Omniplex's request.

- (c) Work cooperatively with Omniplex to ensure that services are installed in accordance with the service requested.

Omniplex is responsible for coordinating with GTE to ensure that services are installed in accordance with the ASR. Omniplex shall meet with GTE, if requested by GTE, to review design and work plans for installation of Omniplex's designated equipment within GTE premises. GTE and Omniplex must meet and begin implementation of the ASR within six (6) months of receipt of the collocation application form and engineering fee(s) set forth in Appendix G described in Section 6.1 or the identified space may be reclaimed and made available for use as provided in Section 5.6. Omniplex is responsible to have all cables and other equipment to be furnished by Omniplex ready for installation on the date scheduled. If Omniplex fails to notify GTE of a delay in the installation date, Omniplex will be subject to the appropriate additional labor charge set forth on Appendix G described in Section 6.1.

4.2 Space Preparation.

- 4.2.1 Cage Construction. For caged collocation, GTE will construct the cage with a standard enclosure or Omniplex may subcontract this work to a GTE approved contractor.
- 4.2.2 Site Selection/Power. GTE shall designate the space within its wire center and/or access tandem where Omniplex shall collocate its equipment. GTE shall provide, at the rates set forth in Appendix G described in Section 6.1, 48V DC power with generator and/or battery back-up, AC convenience outlet, heat, air conditioning and other environmental support to Omniplex's equipment in the same standards and parameters required for GTE equipment within that wire center or access tandem. Standard 48V DC power shall be provided in 40 amp increments. GTE will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure per the established rates.
- 4.2.3 Timing. GTE shall use its best efforts to minimize the additional time required to condition collocation space, and will inform Omniplex of the time estimates as soon as possible. GTE shall complete delivery of the floor space to Omniplex within ninety (90) days of receipt of the ASR and fifty percent (50%) of the NRCs assuming that the material shipment and construction intervals for the improvements required to accommodate the request (e.g., HVAC, system/power plant upgrade/cables) are met. Space delivery within such timeframe shall also be subject to the permitting process of the local municipality. Prior to Omniplex beginning the installation of its equipment in a cage, bay or cabinet, Omniplex and GTE must conduct a walk through of the designated collocation space. Upon acceptance of the arrangement by Omniplex, billing will be initiated, access cards will be issued and Omniplex may begin installation of its equipment.

4.3 Equipment and Facilities.

- 4.3.1. Purchase of Equipment. Omniplex will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. If Omniplex chooses, GTE will assist Omniplex in the purchase of equipment by establishing a contact point with GTE Supply. GTE is not responsible for the design, engineering, or performance of Omniplex's equipment and provided facilities for collocation.

- 4.3.2. Permissible Equipment. Omniplex is permitted to place in its collocation space only equipment that is used or useful for interconnection or access to unbundled network elements. Omniplex shall not place in its collocation space equipment that is designed exclusively for switching or enhanced services and that are not necessary for interconnection or access to unbundled network elements. Omniplex may place in its collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. Metal storage cabinets must meet GTE wire center environmental standards.
- 4.3.3. Specifications. Omniplex's facilities shall not physically, electronically, or inductively interfere with or impair the service of GTE's or other CLEC's facilities, create hazards or cause physical harm to any individual or the public. All CLEC equipment used for caged and cageless collocation must be tested to, and expected to meet, one of the following requirements as described in the CSP: (a) be tested to, and fully meet, Network Equipment Building Systems (NEBS) Level 3 requirements; or (b) be tested to, and meet, at least the NEBS Level 1 family of requirements as described in Bellcore Special Report SR-3580, plus specific additional risk/safety/hazard criteria specified in the CSP. Equipment that does not conform to this requirement must be installed in a compliant NEBS Level 3 cabinet. However, any CLEC equipment that does not conform to NEBS Level 1 will not be allowed to be installed.

GTE reserves the right to remove and/or refuse use of CLEC facilities and equipment from its list of approved products if such products, facilities, and equipment are determined to be no longer compliant with NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunications Equipment (GR-1089-CORE). GTE also reserves the right to remove and/or refuse use of Omniplex facilities or equipment which does not meet or comply with: (a) fire and safety codes; (b) the same specific risk/safety/hazard standards which GTE imposes on its own wire center and access tandem equipment; (c) GTE practices for AC/DC bonding and grounding requirements; and/or (d) the industry standard requirements shown in the following publications:

- (a) TR-NWT-000499
- (b) TR-NWT-000063
- (c) TR-TSY-000191
- (d) TR-TSY-000487
- (e) TR-NPL-000320
- (f) Part 15.109 (47 C.F.R. FCC Rules and Regulations)
- (g) ANSI T1.102
- (h) UL 94

More detailed specifications information will be provided to Omniplex in the CSP.

- 4.3.4. Cable. Omniplex is required to provide proper cabling, based on circuit type (DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding. GTE cable standards

(which are set forth in the CSP) are required to reduce the possibility of interference. Omniplex is responsible for providing fire retardant riser cable that meets GTE standards. GTE is responsible for placing Omniplex's fire retardant riser cable from the cable vault to the collocation space. GTE is responsible for installing Omniplex provided fiber optic cable in the cable space or conduit from the first manhole outside of the wire center or access tandem into the wire center or access tandem. This may be shared conduit with dedicated inner duct. Where Omniplex is providing underground fiber optic cable in the first manhole outside of the wire center or access tandem, it must be of sufficient length as specified by GTE to be pulled through the wire center or access tandem to Omniplex's collocation space. Due to physical and technical constraints, removal of cable will be at GTE's option. GTE will make every effort to contact Omniplex in the event Omniplex's equipment disrupts the network. If GTE is unable to make contact with Omniplex, GTE shall temporarily disconnect Omniplex's service, as provided in Section 4.7. GTE will notify Omniplex as soon as possible after any disconnects of Omniplex's equipment.

- 4.3.5. Manhole/Splicing Restrictions. GTE reserves the right to prohibit all equipment and facilities, other than fiber optic cable, in its manholes. Omniplex will not be permitted to splice fiber optic cable in the first manhole outside of the wire center or access tandem. Where Omniplex is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by GTE to be pulled through the wire center or access tandem to Omniplex's collocation space. GTE is responsible for installing a cable splice, if necessary, where Omniplex provided fiber optic cable meets GTE standards within the wire center or access tandem cable vault or designated splicing chamber. GTE will provide space and racking for the placement of an approved secured fire retardant splice enclosure.
- 4.3.6. Access Points and Restrictions. The interconnection point for caged and cageless collocation is the point where Omniplex-owned cable facilities connect to GTE termination equipment. The demarcation point for Omniplex is Omniplex's terminal equipment or interconnect/cross connect panel within Omniplex's cage, bay/frame or cabinet. Omniplex must tag all entrance facilities to indicate ownership. Omniplex will not be allowed access to GTE's DSX line-ups, MDF or any other GTE facility termination points. The DSX and MDF are to be considered GTE demarcation points only. Only GTE employees, agents or contractors will be allowed access to the MDF or DSX to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.
- 4.3.7. Staging Area. For caged and cageless collocation arrangements, Omniplex shall have the right to use a designated staging area, a portion of the wire center(s) or access tandem(s) and loading areas, if available, on a temporary basis during Omniplex's equipment installation work in the collocation space. Omniplex is responsible for protecting GTE's equipment and wire center or access tandem walls and flooring within the staging area and along the staging route. Omniplex will meet all GTE fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to GTE in an acceptable condition upon completion of the installation work. Omniplex may also utilize a staging trailer, which can be located on the exterior premises of GTE's wire center or access tandem. GTE may assess Omniplex a market value lease rate for the area occupied by the trailer.

- 4.3.8. Testing. Upon installation of Omniplex's equipment, and with prior notice, GTE will schedule time to work with Omniplex during the turn-up phase of the equipment to ensure proper functionality between Omniplex's equipment and the connections to GTE equipment. The time period for this to occur will correspond to GTE's maintenance window installation requirements. It is solely the responsibility of Omniplex to provide their own monitor and test points, if required, for connection directly to their terminal equipment.
- 4.3.9. Collocator to Collocator Interconnect Arrangements. GTE shall provide, upon Omniplex's request, a Collocator to Collocator Interconnect arrangement between Omniplex's equipment and the equipment of other collocated CLECs. When initiating a Collocator to Collocator Interconnect request, Omniplex must submit an Application Form, ASR, and a Minor Augment fee. GTE will be responsible for engineering and installing the overhead superstructure for the Collocator to Collocator Interconnect arrangement, if required, and determining the appropriate cable route. Omniplex has the option of providing all cables and connectors and the option of pulling the cables for the Collocator to Collocator Interconnect arrangement. If GTE provides the cables and connectors and/or pulls the cable, the applicable cable and labor rates will be applied.

4.4 Access to Collocation Space.

GTE will permit Omniplex's employees, agents, and contractors approved by GTE to have direct access to Omniplex's caged or cageless collocated equipment twenty-four (24) hours a day, seven (7) days a week. Omniplex's employees, agents, or contractors must comply with the policies and practices of GTE pertaining to fire, safety, and security as described in GTE's Security Procedures and Requirements Guidelines, which are attached to the CSP. GTE reserves the right, with 24 hours prior notice to Omniplex, to access Omniplex's collocated partitioned space to perform periodic inspections to ensure compliance with GTE installation, safety and security practices. Where Omniplex shares a common entrance to the wire center or access tandem with GTE, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. However, access to such facilities may be restricted by security requirements for good cause shown, and a GTE employee may accompany Omniplex's personnel.

4.5 Network Outage, Damage and Reporting.

Omniplex shall be responsible for: (a) any damage or network outage occurring as a result of Omniplex owned or Omniplex designated termination equipment in GTE wire center or access tandem; (b) providing trouble report status when requested; (c) providing a contact number that is readily accessible 24 hours a day, 7 days a week; (d) notifying GTE of significant outages which could impact or degrade GTE's switches and services and provide estimated clearing time for restoral; and (e) testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to Omniplex service.

4.6 Security Requirements.

- 4.6.1 Background Tests; Training. All employees, agents and contractors of Omniplex must meet certain minimum requirements as established in GTE's CSP. At the time Omniplex places the collocation ASR for caged or cageless collocation, or as soon as reasonably practicable thereafter, Omniplex must submit to GTE's Security Department for prior approval the background investigation certification form included in the CSP for all employees, agents and contractors that will require access to GTE wire centers and/or access tandems. Omniplex agrees

that its employees/vendors with access to GTE wire center(s) or access tandem(s) shall at all times adhere to the rules of conduct established by GTE for the wire center or access tandem and GTE's personnel and vendors. GTE reserves the right to make changes to such procedures and rules to preserve the integrity and operation of GTE's network or facilities or to comply with applicable laws and regulations. GTE will provide Omniplex with written notice of such changes. Where applicable, GTE will provide information to Omniplex on the specific type of security training required so Omniplex's employees can complete such training.

4.6.2 Security Standards. GTE will be solely responsible for determining the appropriate level of security in each wire center or access tandem. GTE reserves the right to deny access to GTE buildings for any Omniplex employee, agent or contractor who cannot meet GTE's established security standards. Employees, agents or contractors of Omniplex are required to meet the same security requirements and adhere to the same work rules that GTE's employees and contractors are required to follow. GTE also reserves the right: (a) to deny access to GTE buildings for Omniplex's employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause; and (b) to provide a GTE employee, agent or contractor to accompany and observe Omniplex at no cost to Omniplex. GTE may use reasonable security measures to protect its equipment, including enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by GTE.

4.6.3 Access Cards/Identification. Access cards or keys will be provided to no more than six (6) individuals for Omniplex for each GTE wire center or access tandem. All Omniplex employees, agents and contractors requesting access to the wire center or access tandem are required to have a photo identification card, which identifies the person by name and the name of Omniplex. The ID must be worn on the individual's exterior clothing while on GTE premises. GTE will provide Omniplex with instructions and necessary access cards or keys to obtain access to GTE buildings. Omniplex is required to immediately notify GTE by the most expeditious means, when any Omniplex's employee, agent or contractor with access privileges to GTE buildings is no longer in its employ, or when keys, access cards or other means of obtaining access to GTE buildings are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. Omniplex is responsible for the immediate retrieval and return to GTE of all keys, access cards or other means of obtaining access to GTE buildings upon termination of employment of Omniplex's employee and/or termination of service. Omniplex shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of Omniplex or Omniplex's employee, agent or contractor to return to GTE.

4.7 Emergency Access.

Omniplex is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. Omniplex will provide access to its collocation space at all times to allow GTE to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/GTE regulations and standards related to fire, safety, health and environment safeguards. GTE will attempt to notify Omniplex in advance of any such emergency access. If advance notification is not

possible GTE will provide notification of any such entry to Omniplex as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact Omniplex's facilities or equipment and its ability to provide service. GTE will restrict access to Omniplex's collocation space to persons necessary to handle such an emergency. The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities. GTE reserves the right, without prior notice, to access Omniplex's collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by Omniplex or Omniplex's equipment upon the operation of GTE's equipment, facilities and/or employees located outside Omniplex's collocation space. GTE will notify Omniplex as soon as possible when such an event has occurred. In case of a GTE work stoppage, Omniplex's employees, contractors or agents will comply with the emergency operation procedures established by GTE. Such emergency procedures should not directly affect Omniplex's access to its premises, or ability to provide service. Omniplex will notify GTE point of contact of any work stoppages by Omniplex employees.

5. Space Requirements.

5.1 Space Availability.

GTE shall permit Omniplex to secure collocation space on a the first-come, first-serve priority basis upon GTE's receipt of fifty percent (50%) of the applicable NRCs described in Section 4.1. If GTE is unable to accommodate caged and cageless collocation requests at a wire center or access tandem due to space limitations or other technical reasons, GTE will post a list of all such sites on its Website and will update the list within ten (10) business days of any known changes. This information will be listed at the following public Internet URL:

<http://www.gte.com/Regulatory>

Where GTE is unable to accommodate caged and cageless collocation requests at a wire center or access tandem due to space limitations or other technical reasons, GTE shall: (a) submit to the state commission, subject to any protective order as the state may deem necessary, detailed floor plans or diagrams of the wire center or access tandem; and (b) allow Omniplex to tour the entire premises of the wire center or access tandem, without charge, within (10) business days of the tour request.

5.2 Minimum/Maximum/Additional Space.

The minimum amount of floor space available to Omniplex at the time of the initial application will be twenty-five (25) square feet of caged collocation space or one (1) single bay in the case of cageless collocation. The maximum amount of space available in a specific wire center or access tandem to Omniplex will be limited to the amount of existing suitable space which is technically feasible to support the collocation arrangement requested. Existing suitable space is defined as available space in a wire center or access tandem which does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning collocation services. Additional space to provide for caged, cageless and/or adjacent collocation will be provided on a per request basis, where available. Additional space can be requested by Omniplex by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in Appendix G described in Section 6.1. GTE will not be required to lease additional space when available space has been exhausted.

5.3 Use of Space.

GTE and Omniplex will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement, Omniplex shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within GTE's premises. Omniplex shall use the collocation space solely for the purposes of installing, maintaining and operating Omniplex's equipment to interconnect for the exchange of traffic with GTE and/or for purposes of accessing unbundled network elements and for no other purposes. Omniplex shall not construct improvements or make alterations or repairs to the collocation space without the prior written approval of GTE. The collocation space may not be used for administrative purposes and may not be used as Omniplex's employee(s) work location, office or retail space, or storage. The collocation space shall not be used as Omniplex's mailing or shipping address.

5.4 Reservation of Space.

GTE reserves the right to manage its wire center and access tandem conduit requirements and to reserve vacant space for planned facility. GTE will retain and reserve a limited amount of vacant floor space within its wire centers and access tandems for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve collocation space for their own future use. If the remaining vacant floor space within a wire center or access tandem is reserved for GTE's own specific future use, the wire center or access tandem will be exempt from future caged and cageless collocation requests. Omniplex shall not be permitted to reserve wire center or access tandem cable space or conduit system. If new conduit is required, GTE will negotiate with Omniplex to determine an alternative arrangement for the specific location. Omniplex will be allowed to reserve collocation space for its caged/cageless arrangements based on Omniplex's documented forecast provided GTE and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to GTE seeking to reserve vacant space for its own specific use. Cageless collocation bays may not be used solely for the purpose of storing Omniplex equipment.

5.5 Collocation Space Report.

Upon request by Omniplex and upon Omniplex signing a collocation nondisclosure agreement, GTE will make available a collocation space report with the following information for the wire center or access tandem requested:

- (a) Amount of caged and cageless collocation space available;
- (b) Number of telecommunications carriers with existing collocation arrangements;
- (c) Modifications of the use of space since the last collocation space report requested; and,
- (d) Measures being taken, if any, to make additional collocation spaces available.

The collocation space report is not required prior to the submission of a collocation application for a specific wire center or access tandem in order to determine collocation space availability for the wire center or access tandem. The collocation space report will be provided to Omniplex within ten (10) business days of the request provided the request is submitted during the ordinary course of business. A collocation space report fee

contained in Appendix G will be assessed per request and per wire center or access tandem.

5.6 Reclamation.

When initiating an application form, Omniplex must have started installing equipment approved for collocation at GTE wire center or access tandem within a reasonable period of time, not to exceed six (6) months from the date Omniplex accepts the collocation arrangement. If Omniplex does not utilize its collocation space within the established time period, and has not met the space reservation requirements of Section 5.4, GTE may reclaim the unused collocation space to accommodate another CLEC's request or GTE's future space requirements. GTE shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its tariffs to provide telecommunication services to its end users. In such cases, GTE will reimburse Omniplex for reasonable direct costs and expenses in connection with such reclamation. GTE will make every reasonable effort to find other alternatives before attempting to reclaim any such space.

6. Pricing.

6.1 Rate Sheet.

Except as otherwise described herein, the rates for GTE's collocation services provided pursuant to this Agreement are set forth in Appendix G attached hereto. The rates identified in this attachment may be superseded by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements (the "final rates"). In particular, GTE may elect to file a state tariff which shall contain final rates that supersede the rates in said attachment. To the extent that the final rates, or the terms and conditions for application of the final rates, are different than the rates in Appendix G, the final rates will be applied retroactively to the effective date of this Agreement. The Parties will true up any resulting over or under billing.

6.2 Billing and Payment.

The initial payment of NRCs shall be due and payable in accordance with Section 4.1. The balance of the NRCs and all related monthly recurring service charges will be billed to Omniplex when GTE provides Omniplex access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

6.3 Allocation of Site Preparation Costs.

Omniplex shall be responsible for payment of the site preparation charge with respect to: (i) each original application; and (ii) each additional application or augment application which involves expansion of existing square footage or additional bays. The site preparation charge is a nonrecurring charge designed to recover GTE's costs associated with preparing wire center(s) or access tandem(s) to accommodate collocation. For caged collocation arrangements (including shared and sublease arrangements), the site preparation charge shall be applied on a per square foot basis. . For cageless collocation arrangements, the site preparation charge shall be applied on a per bay basis. Site preparation rates are specified in Appendix G.

7. Indemnification.

In addition to their other respective indemnification and liability obligations hereunder, the Parties shall meet the following obligations. To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control.

- 7.1 Omniplex shall defend, indemnify and save harmless GTE, its directors, officers, employees, servants, agents, affiliates and parent from and against any and all suits, claims, demands, losses, claims, and causes of action and costs, including reasonable attorneys' fees, whether suffered, made, instituted or asserted by Omniplex or by any other party, which are caused by, arise out of or are in any way related to: (i) the installation, maintenance, repair, replacement, presence, engineering, use or removal of Omniplex's equipment or by the proximity of such equipment to the equipment of other parties occupying space in GTE's wire center(s) or access tandem(s), including, without limitation, damages to property and injury or death to persons, including payments made under Workers' Compensation Law or under any plan for employees' disability and death benefits; (ii) Omniplex's failure to comply with any of the terms of this Agreement; or (iii) any act or omission of Omniplex, its employees, agents, affiliates, former or striking employees or contractors. The obligations of this Section shall survive the termination, cancellation, modification or rescission of this Agreement, without limit as to time.
- 7.2 Subject to any limitations of liability set forth in this Agreement, GTE shall be liable to Omniplex only for and to the extent of any damage directly and primarily caused by the negligence of GTE's agents or employees to Omniplex designated facilities or equipment occupying GTE's wire center or access tandem. GTE shall not be liable to Omniplex or its customers for any interruption of Omniplex's service or for interference with the operation of Omniplex's designated facilities arising in any manner out of Omniplex's presence in GTE's wire center(s) or access tandem(s), unless such interruption or interference is caused by GTE's willful misconduct. In no event shall GTE or any of its directors, officers, employees, servants, agents, affiliates and parent be liable for any loss of profit or revenue by Omniplex or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by Omniplex, even if GTE has been advised of the possibility of such loss or damage. GTE's failure to meet any of its obligations under this Agreement shall be excused by labor difficulties, governmental orders, civil commotions, acts of God or any circumstances beyond GTE's reasonable control.

8. Insurance.

- 8.1 Coverage Limits. Omniplex shall, at its sole cost and expense, obtain, maintain, pay for and keep in force the following minimum insurance, underwritten by an insurance company(s) having a Best's insurance rating of at least A-, financial size category VII.
- (a) Commercial general liability coverage on an occurrence basis in an amount of \$1,000,000 combined single limit for bodily injury and property damage with a policy aggregate per location of \$2,000,000. This coverage shall include contractual liability.
 - (b) Umbrella/Excess Liability coverage in an amount of \$10,000,000 excess of coverage specified in (a) above.
 - (c) All Risk Property coverage on a full replacement cost basis insuring all of Omniplex's real and personal property located on or within GTE wire centers. Omniplex may also elect to purchase business interruption and contingent

business interruption insurance, knowing that GTE has no liability for loss of profit or revenues should an interruption of service occur.

- (d) Statutory Workers Compensation coverage.
- (e) Employers Liability coverage in an amount of \$500,000 each accident.
- (f) Commercial Automobile Liability coverage insuring all owned, hired and non-owned automobiles.

Notwithstanding anything herein to the contrary, the coverage requirements described in (c)-(f) above shall only be required if Omniplex orders collocation services pursuant to this Article IX. The minimum amounts of insurance required in this section, may be satisfied by Omniplex purchasing primary coverage in the amounts specified or by Omniplex buying a separate umbrella and/or excess policy together with lower limit primary underlying coverage. The structure of the coverage is at Omniplex's option, so long as the total amount of insurance meets GTE's minimum requirements.

- 8.3 Deductibles. Any deductibles, self-insured retentions (SIR), loss limits, retentions, etc. (collectively, "retentions") must be disclosed on a certificate of insurance provided to GTE, and GTE reserves the right to reject any such retentions in its reasonable discretion. All retentions shall be the responsibility of the Omniplex.
- 8.4 Additional Insureds. GTE and its affiliates (which includes any corporation controlled by, controlling or in common control with GTE Corporation), its respective directors, officers and employees shall be named as additional insureds under all General Liability and Umbrella/Excess Liability Policies obtained by Omniplex. Said endorsement shall provide that such additional insurance is primary insurance and shall not contribute with any insurance or self-insurance that GTE has secured to protect itself. All of the insurance afforded by the Omniplex shall be primary in all respects, including Omniplex's Umbrella/Excess Liability insurance. GTE's insurance coverage shall be excess over any indemnification and insurance afforded by Omniplex and required hereby.
- 8.5 Waiver of Subrogation Rights. Omniplex waives and will require all of its insurers to waive all rights of subrogation against GTE (including GTE Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise.
- 8.6 Evidence of Insurance. All insurance must be in effect on or before GTE authorizes access by Omniplex employees or placement of Omniplex equipment or facilities within GTE premises and such insurance shall remain in force as long as Omniplex's facilities remain within any space governed by this Agreement. If Omniplex fails to maintain the coverage, GTE may pay the premiums and seek reimbursement from Omniplex. Failure to make a timely reimbursement will result in disconnection of service. Omniplex agrees to submit to GTE a certificate of insurance ACORD Form 25-S (1/95), or latest edition, such certificate to be signed by a duly authorized officer or agent of the Insurer, certifying that the minimum insurance coverages and conditions set forth herein are in effect, and that GTE will receive at least thirty (30) days notice of policy cancellation, expiration or non-renewal. At least thirty (30) days prior to the expiration of the policy, GTE must be furnished satisfactory evidence that such policy has been or will be renewed or replaced by another policy. At GTE's request, Omniplex shall provide copies of the insurance provisions or endorsements as evidence that the required insurance has been procured, and that GTE has been named as an additional insured, prior to commencement of any

service. In no event shall permitting Omniplex access be construed as a waiver of the right of GTE to assert a claim against Omniplex for breach of the obligations established in this section.

- 8.7 Compliance Requirements. Omniplex shall require its contractors to comply with each of the provisions of this insurance section. This includes, but is not limited to, maintaining the minimum insurance coverages and limits, naming GTE (including GTE Corporation and any other affiliated and/or managed entity) as an additional insured under all liability insurance policies, and waiving all rights of subrogation against GTE (including GTE Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise. Prior to commencement of any work, Omniplex shall require and maintain certificates of insurance from each contractor evidencing the required coverages. At GTE's request, Omniplex shall supply to GTE copies of such certificates of insurance or require the contractors to provide insurance provisions or endorsements as evidence that the required insurance has been procured. Omniplex must also conform to the recommendation(s) made by GTE's fire insurance company, which GTE has already agreed to or shall hereafter agree to.

9. Confidentiality.

In addition to its other confidentiality obligations hereunder, Omniplex shall not use or disclose and shall hold in confidence all information of a competitive nature provided to Omniplex by GTE in connection with collocation or known to Omniplex as a result of Omniplex's access to GTE's wire center(s) or access tandem(s) or as a result of the interconnection of Omniplex's equipment to GTE's facilities. Similarly, GTE shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by Omniplex in connection with collocation or known to GTE as a result of the interconnection of Omniplex's equipment to GTE's facilities. Such information is to be considered proprietary and shared within GTE and Omniplex on a need to know basis only. Neither GTE nor Omniplex shall be obligated to hold in confidence information that:

- (a) Was already known to Omniplex free of any obligation to keep such information confidential;
- (b) Was or becomes publicly available by other than unauthorized disclosure; or
- (c) Was rightfully obtained from a third party not obligated to hold such information in confidence.

To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control.

10. Casualty.

If the collocation equipment location in GTE's wire center(s) or access tandem(s) is rendered wholly unusable through no fault of Omniplex, or if the building shall be so damaged that GTE shall decide to demolish it, rebuild it, or abandon it for wire center or access tandem purposes (whether or not the demised premises are damaged in whole or in part), then, in any of such events, GTE may elect to terminate the collocation arrangements in the damaged building by providing written notification to Omniplex as soon as practicable but no later than one hundred eighty (180) days after such casualty specifying a date for the termination of the collocation arrangements, which shall not be more than sixty (60) days after the giving of such notice. Upon the date specified in such notice, the term of the collocation arrangement shall expire as fully and

completely as if such date were the date set forth above for the termination of this Agreement. Omniplex shall forthwith quit, surrender and vacate the premises without prejudice. Unless GTE shall serve a termination notice as provided for herein, GTE shall make the repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond GTE's reasonable control. After any such casualty, Omniplex shall cooperate with GTE's restoration by removing from the collocation space, as promptly as reasonably possible, all of Omniplex's salvageable inventory and movable equipment, furniture and other property. GTE will work cooperatively with Omniplex to minimize any disruption to service, resulting from any damage. GTE shall provide written notification to Omniplex detailing its plans to rebuild and will restore service as soon as practicable. In the event of termination, GTE's rights and remedies against Omniplex in effect prior to such termination, and any fees owing, shall be paid up to such date. Any payments of fees made by Omniplex which were because any period after such date shall be returned to Omniplex.

11. Termination of Service.

11.1 Grounds for Termination. GTE's obligation to provide collocation is contingent upon Omniplex's compliance with the terms and conditions of this Article IX and other applicable requirements of this Agreement, including, without limitation, GTE's receipt of all applicable fees, rates, charges, application forms and required permits. Failure of Omniplex to make payments when due may result in termination of service. In addition to the other grounds for termination of collocation services set forth herein, GTE also reserves the right to terminate such services upon thirty (30) days notice in the event Omniplex: (a) is not in conformance with GTE standards and requirements; and/or (b) imposes continued disruption and threat of harm to GTE employees and/or network, or GTE's ability to provide service to other CLECs.

11.2 Effects of Termination. Upon the termination of collocation service, Omniplex shall disconnect and remove its equipment from the designated collocation space. GTE reserves the right to remove Omniplex's equipment if Omniplex fails to remove and dispose of the equipment within the thirty (30) days of discontinuance. Omniplex will be charged the appropriate additional labor charge in Appendix G for the removal of such equipment. Upon removal by Omniplex of all its equipment from the collocation space, Omniplex will reimburse GTE for the cost to restore the collocation space to its original condition at time of occupancy. The cost will be applied based on the additional labor charges rate set forth in Appendix G. Upon termination of collocation services, Omniplex relinquishes all rights, title and ownership of cable to GTE.

12. Miscellaneous.

GTE retains ownership of wire center or access tandem floor space, adjacent land and equipment used to provide all forms of collocation. GTE reserves for itself and its successors and assigns the right to utilize the wire center(s) or access tandem(s) space in such a manner as will best enable it to fulfill GTE's service requirements. Omniplex does not receive, as a result of entering into a collocation arrangement hereunder, any right, title or interest in GTE's wire center facility, the multiplexing node, multiplexing node enclosure, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that Omniplex requires use of a GTE local exchange line, Omniplex must order a business local exchange access line (B-Line). Omniplex may not use GTE official lines.

ARTICLE X

ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

To the extent required by the Act, GTE and Omniplex shall each afford to the other access to the poles, ducts, conduits and ROWs it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements. Accordingly, if GTE and Omniplex desire access to the other Party's poles, ducts, or ROWs, GTE and Omniplex shall execute pole attachment and conduit occupancy agreements. Omniplex agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any attachments to GTE facilities or uses GTE's conduit according to the terms of this Agreement. Unauthorized attachments or unauthorized use of conduit will be a breach of this agreement.

ARTICLE XI
SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective upon approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for such purposes will be established by the Commission approval order.

GTE NORTH INCORPORATED
GTE SOUTH INCORPORATED

By Connie Nicholas

Name Connie Nicholas

Title Assistant Vice President

Wholesale Markets - Interconnection

Date May 17, 2000

OMNIPLEX COMMUNICATIONS
CORPORATION

By Richard D. Petty

Name RICHARD D. PETTY

Title VICE PRESIDENT

Date May 9, 2000

